



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
AMENDMENT # 5
RFP # 317.03-134

December 15, 2005

The subject RFP is hereby amended as follows.

A. The following RFP Schedule of Events updates or confirms scheduled RFP dates.

EVENT	TIME	DATE	UPDATED/ CONFIRMED
1. State Issues RFP		October 21, 2005	CONFIRMED
2. Disability Accommodation Request Deadline		October 28, 2005	CONFIRMED
3. Pre-proposal Conference	10:00 a.m.	November 1, 2005	CONFIRMED
4. Notice of Intent to Propose Deadline		November 7, 2005	CONFIRMED
5. Written Comments Deadline		November 14, 2005	CONFIRMED
6. State Responds to Written Comments		December 13, 2005	CONFIRMED
7. Follow-Up Written Comments Deadline		December 22, 2005	CONFIRMED
8. State Responds to Follow-Up Written Comments		January 9, 2006	CONFIRMED
9. Proposal Deadline	2:00 p.m.	January 20, 2006	CONFIRMED
10. State Completes Technical Proposal Evaluations		February 17, 2006	CONFIRMED
11. Software Demonstrations		February 20 – March 10, 2006	CONFIRMED
12. State Opens Cost Proposals and Calculates Scores	3:00 p.m.	March 14, 2006	CONFIRMED
13. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	March 17, 2006	CONFIRMED
14. Contract Signing		March 31, 2006	CONFIRMED
15. Contract Signature Deadline		April 7, 2006	CONFIRMED
16. Contract Start Date		April 24, 2006	CONFIRMED

Information Note 1: The State has published a revised version of RFP #317.03-134 on the following website:

<http://state.tn.us/finance/oir/pcm/rfps.html>

This revised version incorporates all amendments to date, including amendments contained in this Amendment # 5. All questions submitted by vendors during the Follow-Up Written Comments period must refer to the revised version of the RFP and should include complete references to the RFP sections about which the vendor has a question.

B. Delete RFP Attachment 6.1, *Pro Forma* Integrator Contract, Section D.5 in its entirety and insert the following in its place:

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest," "Nondiscrimination," "Confidentiality of Records," and "HIPAA Compliance" (sections D.6, D.7, E.13 and E.15). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

C. Delete the final paragraph of RFP Attachment 6.1, *Pro Forma* Integrator Contract, Section A.14.b in its entirety and insert the following in its place:

It is critical to the overall success of the project that the Contractor not remove or reassign, without the State's prior written approval (which approval shall not be unreasonably withheld) any of the key personnel until such time as the key personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under the contract. The unauthorized removal of key personnel by the Contractor shall be considered by the state as a material breach of contract and covered by the terms in Section E.21 of this contract.

D. Delete the final row of the table in RFP Attachment 6.1, *Pro Forma* Integrator Contract, Section A.33 in its entirety and insert the following in its place:

Key Staff	Removal of Key Staff without the written approval of the State. See Contract Section E.21 regarding terms and conditions for key staff.	For term of contract	\$50,000 per occurrence
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E. Delete RFP Attachment 6.19, *Pro Forma* Software License, Section A.3.c.v(2) in its entirety and insert the following in its place:

- 2) If the Licensee has a need to exceed the Licensed Units named in Section A.3.c.ii and A.3.c.iv, the Licensee shall procure additional blocks of user licenses in accordance with the terms of Sections C.3.f and C.3.g, respectively.

F. In RFP Attachment 6.1, *Pro Forma* Integrator Contract, renumber the section originally published as Section A.6.f to Section A.6.e to restore sequential numbering to this section. (In Amendment # 4, Items K, L and M deleted A.6.d and A.6.e and added a new A.6.d. This had resulted in a Section A.6.f with no Section A.6.e. This is a numbering change only.)

G. Delete the instructions for Amendment # 4, Item PP in their entirety and insert the following in their place: (The document in Amendment # 4, Attachment 4 was correct, but it was only intended to replace Part B of Section 6.5, not Section 6.5 in its entirety. The instructions were the only incorrect item.)

PP. Delete RFP Attachment 6.5, Part B in its entirety and insert the version of Attachment 6.5, Part B that appears in Attachment 4 of Amendment # 4 in its place.

H. Delete the instructions for Amendment # 4, Item QQ in their entirety and insert the following in their place: (The amended language in Amendment # 4, Item QQ was correct, but no reference

was given in the instructions for the section number that was to be replaced. The instructions were the only incorrect item.)

QQ. Delete RFP Attachment 6.1, *Pro Forma Integrator Contract*, first paragraph of Section E.6.d in its entirety and insert the following in its place:

- I. Delete the instructions for Amendment # 1, Item H in their entirety and insert the following in their place: (The amended language in Amendment # 1, Item H was correct; the instructions were the only incorrect item.)
- H. In RFP Attachment 6.5, Part A, under the section entitled “SOFTWARE AND SERVICES: COST PROPOSAL SCHEDULE,” delete the third paragraph in its entirety and insert the following in its place:
- J. In RFP Attachment 6.1, Section A.33, Performance Standards and Liquidated Damages Assessment table, in the first row of the “Benefits” Performance Area, replace the word “Penalties” in the “Liquidated and Additional Damages” column with the word “Charges.”
- K. Delete Section E.6.g of RFP Attachment 6.1, *Pro Forma Integrator Contract* in its entirety and insert the following its place:
 - E.6.g. Specialized Software, Add-Ons, Plug-Ins, etc. This means any other software, apart from the Proprietary Operating Environment/Utility Software, that is required for the operation or maintenance of the solution in addition to the application software. It can be Vendor or third-party owned. The State shall enter into licensing agreements directly with the owners of these products. The State’s rights and obligations shall be in accordance with the applicable licensing agreements, provided that these agreements are not in conflict with State law or with the State’s requirements as expressed in the Contract and RFP.
- L. The State has modified the dates in the headers for the following RFP Attachments: 6.6, 6.8 (both spreadsheets), and 6.9 to make the header dates match the revision dates listed on the RFP website. The header dates and most recent versions of the spreadsheets are as follows:

RFP Attachment 6.6 – 12/02/05
RFP Attachment 6.8 (Human Resources/Payroll Requirements) – 12/02/05
RFP Attachment 6.8 (Financial Management, Procurement, & Logistics – 12/02/05
RFP Attachment 6.9 – 12/13/05

NOTE: the vendor does not make this change; the State has already amended the Excel Spreadsheets. The vendor must download the amended spreadsheets from the State’s OIR/PCM website at <http://state.tn.us/finance/oir/pcm/rfps.html>. Be sure you are using the spreadsheet versions dated in accordance with the above list and discard any previous versions.
- M. In RFP Attachment 6.11, in the Proposed Software/Hardware/Communications Table, under the Architecture Category labeled “Data Architecture,” change the header labeled “Request Exception” to read “Approved Exception.”